

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

NOTICE TO BIDDERS SPECIFICATION NO. 04-059

Lancaster County intends to enter into contract and invites you to submit a sealed bid for:

PROVIDE AND INSTALL INDOOR PULASTIC FLOOR SURFACE FOR LANCASTER COUNTY JAIL FACILITY

MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

Sealed bids will be received by Lancaster County, Nebraska on or before 12:00 noon **Wednesday, March 10, 2004** in the office of the Purchasing Agent, Suite 200, "K" Street Complex, located at 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read aloud in the Conference Room on the first floor of the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered.

COMMISSIONERS

*DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN*

KERRY EAGAN, Chief Administrative Officer

SEALED BID SPECIFICATION NO. 04-059

BID OPENING TIME: 12:00 NOON
DATE: Wednesday, March 10, 2004

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of Lancaster County for the above listed construction project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, performance and payment bonds, materials and equipment in strict accordance with the plans and specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

INDOOR PULASTIC FLOOR SURFACE FOR COUNTY CORRECTIONS

1. Total for all floor prep products (recommended by manufacturer): \$ _____
2. Total for synthetic flooring and installation: \$ _____
Manufacturer of flooring: _____

LUMP SUM OFFER - TOTAL PROJECT (including floor prep products): \$ _____

Total number of consecutive calendar days to complete the project after notice to proceed: _____ **Days**

A 5% BIDDERS BOND IS REQUIRED WITH YOUR BID

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. NO. 04-059**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE NO. FAX NO.

(Date)

FAX NO.
Email: _____

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICE DURING NORMAL BUSINESS HOURS, AFTER TABULATION. IF YOU DESIRE A COPY OF THE BID TAB TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BID.

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document and in a sealed envelope with the bid number and/or description clearly marked on the outside of the envelope.
- 1.3 Each bid must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the bidder; and be signed in ink by the bidder.
- 1.4 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.5 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 1. For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 2. For all other contracts: upon approval by County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of bidders to whom an award is being considered until:
 1. A contract has been executed and bonds have been furnished.

2. The specified time has elapsed so that the bids may be withdrawn.

3. All bids have been rejected.

- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

1. If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
2. If the bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for bid receipt.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. BRAND NAMES

- 9.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.

- 9.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 9.3 Bids for alternate items shall be stated in the appropriate blank on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 9.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the County's specifications.

10. DEMONSTRATIONS/SAMPLES

- 10.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 10.2 Such demonstration can be at the County delivery location or a surrounding community.
- 10.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate County personnel to the nearest location to view and inspect proposed item(s).
- 10.4 If items are small and mailable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the County of acceptable goods. Bidders must indicate how samples are to be returned.

11. DELIVERY

- 11.1 Each bidder shall state on the proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 11.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 11.3 All bids shall be based upon delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.

12. WARRANTIES, GUARANTEES AND MAINTENANCE

- 12.1 Copies of the following documents must accompany the bid proposal for all items being bid:
1. Manufacturer's warranties and/or guarantees.
 2. Bidder's maintenance policies and associated costs.
- 12.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

13. ACCEPTANCE OF MATERIAL

- 13.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 13.2 Material delivered under this proposal shall remain the property of the bidder until:
1. A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
 2. Material is determined to be in full compliance with the specifications and accepted proposal.
- 13.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 13.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of Lancaster County, Nebraska, as required by the specification documents or purchase orders.
- 13.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forging, stamping, nameplates and logos are acceptable.

14. BID EVALUATION AND AWARD

- 14.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 14.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 14.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

- 14.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deem will best serve their requirements.
- 14.5 The County reserves the right to accept or reject any or all bids, or parts of bids; to request rebids; to waive irregularities and technicalities in bids; or to award the bid on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

15. INDEMNIFICATION

- 15.1 The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 15.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

16. TERMS OF PAYMENT

- 16.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

17. LAWS

- 17.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

**SPECIAL PROVISIONS
FOR
CONSTRUCTION CONTRACTS
PURCHASING DIVISION
LANCASTER COUNTY, NEBRASKA**

1. CONTRACT DOCUMENTS

- 1.1 Copies of the plans, specification and contract documents may be obtained at the office of the Purchasing Agent.
- 1.2 Bidders are required to examine the same, and satisfy themselves that all requirements are fully understood.

2. PROJECT MANAGER

- 2.1 The definition of "Project Manager" as used in this Specification Document shall mean Co. Correction's Business Manager, Liz Thanel, or by or through her duly authorized assistants.

3. SITE VISITATION

- 3.1 Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of work, the structures, obstacles which may be encountered and all other relevant matters concerning the work to be performed.
- 3.2 The contractor will not be allowed any extra compensation by reason of any matter or thing concerning which he might fully have informed himself prior to bidding.
- 3.3 Bidders shall contact the Project Manager Liz Thanel at (402) 441-8916 to arrange such site inspection.

4. ESCALATOR CLAUSE

- 4.1 An escalator clause or any qualification of price conditions which makes it possible to bill at a price higher than price quoted will disqualify the bid, unless such maximum billing price or percentage of increase is definitely shown on the Proposal, in which case such higher price will be used for comparison of bids.

5. CONTRACT, BONDS AND INSURANCE

- 5.1 Within fourteen (14) calendar days after the award of bid, the successful bidder must execute a written contract between the bidder and the County, which contract will incorporate the County's specification documents, and be on contract forms provided by the County.
- 5.2 Also within such period, the successful bidder must furnish construction bonds, in a sum not less than the contract price executed by the bidder and by a corporate surety company authorized to transact business in the State of Nebraska. See sample bonds & commentary, attached.
- 5.3 Within such period, the successful bidder must furnish evidence of insurance in accordance with the attached "Insurance Clause to be Used for All County Contracts".

6. UNEMPLOYMENT COMPENSATION FUND

- 6.1 The contractor and his subcontractors must pay to the Unemployment Compensation Fund of the State of NE,

unemployment contributions and interest due under the provisions of Section 48-601 through 48-669, Nebraska Reissue revised Statutes for 1943, on wages paid to individuals employed in the performance of the contract.

7. HEALTH AND SAFETY REGULATIONS

- 7.1 The contractor and his subcontractors shall in all respects comply with the terms and provisions of Sections 48-425 through 48-435, Nebraska Reissue Revised statutes of 1943, generally pertaining but not limited to scaffolding and flooring, and shall perform fully on behalf of the County such requirements as said sections may impose upon the County.
- 7.2 The Contractor and his subcontractors shall likewise comply and perform with respect to any and all other applicable health and safety regulations.

8. DELAYS

- 8.1 With written permission of the Project Manager, the completion date may be extended if unsuitable weather or any force majeure should halt progress during the construction period.

9. CLEAN UP

- 9.1 The Contractor shall be responsible for keeping the premises free of waste materials or rubbish resulting from his operations or the operations of his subcontractors.
- 9.2 The Contractor shall remove equipment, scaffolding and surplus materials from the premises when the need for keeping them on the job no longer exists.

10. INSPECTIONS

- 10.1 Inspections in general will be conducted by Project Manager.
- 10.2 The contractor shall be responsible for contracting City Building and Safety Department for inspections required by City Codes for this type of public improvement.

11. ACCESS AND PARKING

- 11.1 The Contractor shall park all vehicles in an area as designated by the Project Manager during construction.
- 11.2 Access to the construction site shall be gained as directed by the Project Manager.

12. PERMITS, FEES AND NOTICES

- 12.1 Contractors shall secure all permits, licenses and certificates of inspections and occupancy that may be required by the City of Lincoln.
- 12.2 Contractor will be required to pay for said permits, licenses and certificates for this project: [X] **YES** [] **NO**.

13. ERRORS AND OMISSIONS

- 13.1 If any errors or omissions are found in the drawings or specifications or other documents during construction, the Contractor shall notify the Project Manager of such error or omission, and request clarification before proceeding with the work.

14. TEMPORARY UTILITIES

- 14.1 The contractor shall be responsible for securing and setting up all needed temporary utilities.

15. PRE-CONSTRUCTION CONFERENCES

- 15.1 Prior to starting any work, the contractor shall meet with the Project Manager for clarification of construction procedures and work to be accomplished.
- 15.2 At this time the contractor shall present his planned work schedule together with estimated completion date.

16. PROGRESS SCHEDULE

- 16.1 The Contractor, immediately after being awarded the contract, shall prepare and submit for the Project Manager's approval an estimated progress schedule for the work.
- 16.2 The progress schedule shall be related to the entire project to the extent required by the Contract Documents.
- 16.3 This schedule shall indicate the dates for the starting and completion of the various states of construction and shall be revised as required by the conditions of the work, subject to the Project Manager's approval.

17. GUARANTEE

- 17.1 As a minimum requirement of the County, the contractor shall guarantee all materials and workmanship for a period of one (1) year following completion of the project.

18. NOTICE TO PROCEED

- 18.1 The Contractor shall not begin construction until receiving written "Notice to Proceed" from the Project Manager.

19. PURCHASING AGENT APPOINTMENT AND EXEMPT SALE CERTIFICATE

- 19.1 The Contractor performing work for Lancaster County will be issued a Purchasing Agent Appointment and Exempt Sale Certificate signed by the Purchasing Agent.
- 19.2 It is to be used by the Contractor and his Subcontractors when purchasing tangible personal property to be actually incorporated into the contract work.
- 19.3 It does not apply to either:
1. The purchase of materials to be used but not incorporated into the contract work, including but limited to, form lumber, scaffolding, etc., or
 2. The purchase or rental of machinery, equipment or tools owned or leased by the Contractor or his subcontractors and used in performing the contract.
- 19.4 The contractor may reproduce copies of the original of the aforesaid document to furnish to his or his subcontractor's suppliers on each invoice or order.

- 19.5 The Contractor (or Subcontractor for the subcontractor's suppliers) shall enter the supplier's name and address, the date, the invoice or order number, a description of the items, and the amount in the spaces provided and shall sign the certificate on the line provided for the "Purchaser's Agent".

20. LIQUIDATED DAMAGES

- 20.1 If the Contractor fails to complete the Contract prior to the completion date, considering approved extensions of time, liquidated damages will be charged for each working day that the work remains incomplete.
- 20.2 Working days shall be considered any day except Saturday, Sunday, or County authorized holidays, which the contractor is not prevented by weather, soil conditions, or other conditions beyond the contractor's control, as determined by the County Project Manager, from proceeding with work to complete the contracted project.
- 20.3 The amount of liquidated damages will be deducted from the money due the Contractor prior to final payment or in the case where the remaining amount due the Contractor is less than the total amount of liquidated damages, the County shall have the right to recover the difference from the Contractor or his Surety.
- 20.4 Unless specifically amended or modified by the special provisions, the schedule below shall establish the daily amount of the liquidated damages:

BID AMOUNT:

<u>UP TO AND</u>		<u>LIQUIDATED DAMAGES</u>
<u>MORE THAN</u>	<u>INCLUDING</u>	<u>PER WORK DAY</u>
\$ 0	\$ 100,000	\$ 100
100,000	500,000	200
500,000	1,000,000	300
1,000,000	AND UP	400

- 20.5 The amounts set forth in the above schedule are not to be considered punitive, but rather predetermined and reasonable amounts to compensate for the detriment to the public and to defray expenses incurred by the County due to the delay in the completion of the project.

21. ASBESTOS

- 21.1 No materials whatsoever shall be utilized in the construction, reconstruction or remodeling which may contain asbestos as defined under Nebraska Asbestos Control Act, Article 71, Section 71-6301 through 71-6317 of the Revised State of Nebraska Code.
- 21.2 The removal of any asbestos containing material shall be in strict compliance with the said Nebraska Asbestos Control Act and appropriate Occupation Safety and Health Administration (OSHA) Regulations including but not limited to 29CFR, 1910-1200, 1926-58 and 1910-1001 and the Environmental Protection Agency, (EPA) NESHAPS Standard for Asbestos 40CFR 61 Subpart A and M covering emission standards, 42 USCA 7401-7642 - CLEAN AIR ACT, 40 CFR Part 763 Subpart G-Asbestos Abatement Projects, 40 CFR Part 763.120 Subpart G-Worker Protection Rule and such other local, state or federal applicable rules or regulations.

22. LAWS

- 22.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

SPECIFICATIONS

PROVIDE AND INSTALL INDOOR PULASTIC FLOORING FOR LANCASTER COUNTY JAIL FACILITY

1 GENERAL INFORMATION

- 1.1 Lancaster County Corrections Department, Lincoln Nebraska, hereinafter called the "County", invites sealed bids from interested indoor synthetic flooring contractors to provide and install a durable synthetic floor system complete with basketball game lines in their maximum security exercise rooms (pod B-1).
- 1.2 Location of the work is at the maximum security jail at: **605 So. 10th Street, Lincoln, NE**
 - 1.2.1 The jail facility construction was completed and Corrections occupied the building in 1991.
 - 1.2.2 Currently the exercise rooms have commercial grade carpet which is glued to a concrete base.
 - 1.2.3 The County will remove the carpet and as much of the glue as possible via scraping and/or with a solution recommended by the manufacturer.
 - 1.2.4 The County will also work with the successful contractor to prepare the concrete floor in a manner suitable to accept the synthetic flooring.
- 1.3 We estimate the total of space to be approximately 768 sq. ft.
- 1.4 Any alternate products offered must meet or exceed the specifications of the products indicated.
 - 1.4.1 All alternate offers must identify, in detail any variance from the specifications no matter how slight.
 - 1.4.2 Attach details of variances on your company letterhead and return with any samples and manufacturer's literature, product samples etc., necessary for the County to ascertain if the alternate product will meet our needs.
 - 1.4.3 Prior to accepting any alternate products offered, the County may desire a site visit to existing installations to inspect the field application and durability of the product.
 - 1.4.4 The County maintains the sole authority to accept or reject any alternate product offered.
- 1.5 Warranty, durability, suitability for the site, adherence to specifications, ongoing maintenance requirements, experience of the installer, and stability of the manufacturer will be a consideration in the award of this bid along with the price offered.

2 **SCOPE OF WORK**

- 2.1 The County has selected ROBBINS PULASTIC polyurethane surfacing over polyurethane/rubber granulate base, by Robbins, Inc. of Cincinnati, Ohio including adhesives, base mat, polyurethane sealer, polyurethane resin, surface finish, and game lines, as our quality standard.
 - 2.1.1 All alternates will be compared to these products prior to acceptance.
- 2.2 Substrate is interior building concrete.
 - 2.2.1 Interested contractor shall visit the site and inspect the conditions prior to submitting an offer.
 - 2.2.2 Include with your offer, on an attached sheet, any instructions on floor preparation (including manufacturer's approved adhesive removal solutions, sealers, etc.) to be completed by the County prior to your proposed floor system installation.
 - 2.2.3 Indicate the cost of these floor preparation product on the attached sheet and quantities required to be purchased by the County.

3 **WORK EXCLUDED**

- 3.1 Provide and install polyurethane/rubber granulated base mat (minimum of 4mm thick shock pad) using adhesive and procedure recommended by manufacturer allowing proper cure time.
 - 3.1.1 Apply sealer over base mat, using manufacturer's recommended procedure and product and allowing proper cure time.
 - 3.1.2 Pigmented polyurethane resin shall be applied over properly sealed base mat using products and procedures recommended by manufacturer and allowing proper cure time (using a minimum of two properly applied coats).
 - 3.1.2.1 Complete pigmented polyurethane resin layer shall be a minimum of 2mm thick.
 - 3.1.2.2 Color of pigmented layer shall be chosen from manufacturer's standard colors.
 - 3.1.3 Apply sealer coat over base mat and pigmented polyurethane resin using products and procedures recommended by manufacturer and allowing proper cure time.
- 3.2 Basket ball game line striping using paint and procedure as recommended by manufacturer allowing proper cure time.
 - 3.2.1 Color of game lines shall be chosen from manufacturer's standard colors.
- 3.3 Install a rubber base, around the perimeter of the room, anchored to the walls with standard base cement.
 - 3.3.1 Color of base cove to be chosen from manufacturer's standard colors.
- 3.4 Clean up all unused materials and debris and remove from the premises.
 - 3.4.1 Dispose of empty containers in accordance with federal and local codes and statutes.

4 QUALITY ASSURANCE AND QUALIFICATIONS

- 4.1 MANUFACTURER QUALIFICATIONS: Supplier shall be an established firm experienced in the synthetic flooring industry.
 - 4.1.1 Robbins, Inc. or County approved alternate.
- 4.2 INSTALLER QUALIFICATIONS: Flooring contractor shall be experienced in the flooring installation field and approved by the manufacturer.
 - 4.2.1 Flooring installer shall be factory-approved and have completed at least three projects of similar magnitude and complexity.

5 JOB CONDITIONS

- 5.1 Installation schedule shall be coordinated with the County Corrections Business Manager, Liz Thanel.
- 5.2 Contractor shall not install the floor system until the County has properly prepared the concrete base and allowed the recommended cure time.
 - 5.2.1 Contractor is responsible for monitoring the environmental temperatures and coordinating with the County to ensure the conditions meet manufacturer's recommendations.
 - 5.2.2 Contractor will be responsible for instructing the County in the curing time and conditions required during and after the product installation.
 - 5.2.2.1 The County will take responsibility for securing the work space to insure no staff, inmate or other trades are allowed on the floor until it is accepted by the County.
- 5.3 All work shall be done to minimize interference with adjacent areas, maintaining protected egress and access at all times.
 - 5.3.1 Contractor shall protect existing items which are not indicated to be altered.

6 PRODUCT TECHNICAL SPECIFICATIONS

- 6.1 See attached "Specifications for Robbins Pulastic - 2000 (4=2) - pages 1-5.

7 COMPLETION AND PROJECT SCHEDULE

- 4.1 Upon Successful Contractor's notice to proceed, the project shall adhere to a continuous schedule which will be mutually agreeable to both the County and the Contractor.
- 4.2 The County will be continuously occupying areas immediately adjacent to the construction site, Contractor shall coordinate the construction schedule with the County to minimize disruption of the facility operations.
 - 4.2.1 The Contractor shall provide a minimum of 72 hours advance notice to the County prior to commencing any construction activities.
 - 4.2.2 Once construction activities begin the Contractor shall be completed with the Work within **the calendar days listed on the bidding schedule (from start date).**

8 CONTRACT REQUIREMENT

- 8.1 Successful contractor will be required to enter into a contract within 14 calendar days of notice of award (see "Special Provisions for County Construction Projects", 5.) for details.

- 8.2 The County contract will reference and incorporate the accepted bid from Contractor, these specification and the Contractor's proof of insurance and bonding.

SPECIFICATIONS FOR ROBBINS PULASTIC-2000 (4+2)

Part 1 - GENERAL DESCRIPTION

1.01 DESCRIPTION

A. The complete installation of ROBBINS PULASTIC polyurethane surfacing over polyurethane / rubber granulate base, by Robbins, Inc. of Cincinnati, Ohio, including adhesives, base mat, polyurethane sealer, polyurethane resin, surface finish, and gamelines.

B. Related work specified under other sections: (A cross reference should be incorporated in these sections).

1. Substrate Buildup:
 - a. Asphalt for outdoor or indoor installations.
 - b. Concrete for indoor installations.....Section 03300
2. Slab Depression
 - a. Depression shall be thickness equal total thickness of base mat (4 mm.) and polyurethane layers (2mm.)
3. Slab tolerance
 - a. Slab tolerance is (+/-) 1/8" in radius of 10'. Surface steel troweled.
 - b. NO CURING AGENTS OR SEALERS ARE TO BE APPLIED TO THE CONCRETE SLAB.
4. Membrane waterproofing and damp-proofing.....Section 07100
 - a. Concrete subfloors on or below grade shall be adequately waterproofed beneath and at the perimeter of the slab and on the earth side of below-grade walls.
5. Thresholds: metal.....Section 08700
6. Game standard inserts.....Section 11500

1.02 QUALITY ASSURANCE

A. Supplier Qualifications

1. Supplier shall be an established firm experienced in field: Robbins, Inc., or an approved equal.

B. Installer Qualification

1. Flooring contractor shall be experienced in the flooring field and approved by Supplier.
2. Flooring contractor shall be factory-approved and have completed at least three projects of similar magnitude and complexity.
3. Submit three copies of supplier's recommendations for correct preparation, finishing and testing of concrete subfloor surface to receive granulated base mat and polyurethane floor system.

C. Floor System Formulator1. Formulator for flooring polyurethane components shall

be ISO 9001 Certified, attesting to quality, and shall be established in field for a minimum of ten (10) years, B.V. Descol Kunststof Chemie, or an approved equal.

1.03 SUBMITTALS

- A. Supplier's Product Data: Submit three (3) copies.
- B. Samples: Submit one (1) sample of ROBBINS PULASTIC.
- C. Maintenance Literature: Submit three (3) copies of ROBBINS PULASTIC maintenance instructions
- D. Product submittals must be delivered within 30 days of notification from the Architect.
- E. Any flooring system that has not been pre-approved by addendum will be rejected.
- D. Certification: Submit one (1) copy of ISO 9001 / ISO 14001 Certification.**

1.04 DELIVERY AND STORAGE

- A. Delivery of Materials
 - 1. Material shall not be delivered or installed until all masonry, painting, plastering, tile work, marble and terrazzo work are completed, and all overhead mechanical work, lighting, backstops, scoreboards are installed. Room temperature shall be at least 55 degrees Fahrenheit and moisture content of concrete slab of 4% or less.
 - 2. Area where materials are to be stored should be maintained at 55 degrees Fahrenheit and under 50% relative humidity by the General Contractor.

1.05 JOB CONDITIONS

- A. Schedule of Installation
 - 1. Do not install floor system until concrete has been cured sixty (60) days, and the conditions in Paragraphs 1.01 and 1.04 are obtained.
 - 2. Environmental temperatures must average a minimum of 65 degrees Fahrenheit for one full week preceding, throughout, and 72 hours following application.
 - 3. After ROBBINS PULASTIC sport surface is installed and game lines are painted, area is to be kept locked by General contractor to allow curing time for the paint and finish system(s). No other trades are to be allowed on floor until it is accepted in writing by owner or owner's authorized agent.

1.06 GUARANTEE

- A. Guarantee shall not cover damage caused in whole or in part by casualty, ordinary wear and tear, abuse, use for which material is not designed, faulty construction of the building, settlement of the building walls, failure of the other contractors to adhere to specifications, separation of the concrete slab and excessive dryness or excessive moisture from humidity, spillage, mechanical failure, migration through the slab or wall, or any other source.

B. Robbins, Inc. hereby warrants ROBBINS PULASTIC to be free from manufacturing defects for a period of three (3) years. This warranty is in lieu of all other warranties, expressed or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose, and of any other obligations on the part of Robbins, Inc. In the event of breach of any warranty, the liability of Robbins shall be limited to repairing or replacing ROBBINS PULASTIC material as supplied by Robbins, Inc., and proved to be defective in manufacture, and shall not include any other damages, either direct or consequential.

PART 2 - PRODUCTS

2.01 MATERIALS

NOTE: THE TRASITION BETWEEN THE RUNNING TRACK SURFACE AND THE WEIGHT ROOM/CARDIO SURFACE IS TO BE ACCOMPLISHED WITHOUT ANY USE OF A TRANSITION STRIP.

NOTE: USE OF ANY NON-APPROVED COMPONENT SUBSTITUTIONS SHALL VOID WARRANTY.

A. Robbins Pulastic

1. Adhesive

a. Pulastic Tacky Adhesive: a two-component polyurethane.

2. Base Mat (Resilient):

a. Granulated rubber mat containing polyurethane binder shall be of 4 mm. thickness.

3. Base Mat Sealer

a. Pulastic EG-Sealer: a two-component polyurethane sealer.

4. Polyurethane Resin

a. Pulastic-2000 Resin: a pigmented two-component polyurethane.

5. Coating

a. Pulastic 3-PU-221 Coating: pigmented two-component Polyurethane surface coating.

6. Gameline Paint

a. Pulastic PU-Line Paints: a pigmented two-component polyurethane paint.

B. Technical Information

* Surface hardness (DIN 53505).....	76 Shore A
* Compression modulus by D.S.	8Kgf/cm2/mm
* Force Reduction.....	22%
* Slide Characteristics.....	0.53
* Tensile Strength (DIN 53571).....	1275PSI
* Elongation at break (DIN 53571).....	200 %.
* Tear Strength.....	130PLI.

- * Wear resistance (Taber H18)
 - 500 cycles.....1.7% Vol.
 - 1000 cycles.....1.9% Vol.
- * Compression set (DIN 53517).....1.9%
- * Impact resistance by OGI.....2 Kgm/cm2
- * Resistance to rolling loads (DIN 18032)
 - 100 kilogram load.....no damage
- * Water absorption
 - Top layer.....2 %
 - Resilient rubber pad.....20.8%
- * Inflammability of Top Layer (DIN 51960).....Inflammable
- * Heat resistance.....0.089 m2 K/W

PART 3 - EXECUTION

3.01 INSPECTION

- A. Inspect concrete (or asphalt/or wooded) substrate for dryness, proper tolerance, and possible contamination, (see Part 1-Sec. 1.01 and Sec. 1.04) and report any discrepancies to General Contractor in writing.
- B. All work required to put concrete (or other) substrate in acceptable condition shall be the responsibility of the General Contractor.
- C. Substrate shall be broom cleaned by the General Contractor.
- D. Installer shall perform tests for moisture and adhesion prior to application and report adverse conditions to the general contractor in writing.

3.02 INSTALLATION

A. ROBBINS PULASTIC

- 1. Mix two-component Tacly Adhesive according to supplier's directions and spread adhesive using ROBBINS PULASTIC notched trowel.
- 2. Unroll polyurethane/rubber granulated base mat into freshly applied adhesive. Seams shall be in virtual contact with absence of compression fit. Roll surface of base mat with a medium-size roller. **NOTE: THE EDGE OF THE PULASTIC FLOOR IS TO BE TAPPED DOWN TO FLUSH WITH THE APPX. 3/8" CARPET.**
- 3. Mix two-component EG-Sealer according to supplier's directions and spread sealer over base mat using a straight trowel. Allow to cure minimum 12 hours before proceeding. (Application rate: .12 lbs/S.F.)
- 4. Mix two-component ROBBINS PULASTIC-2000 pigmented polyurethane resin

and spread over EG-Sealer coat using a straight trowel. Allow to cure minimum 12 hours before proceeding.

5. Mix two-component ROBBINS PULASTIC-2000 pigmented polyurethane resin and apply at proper thickness in accordance with supplier's instructions. Allow to cure minimum 12 hours before proceeding. (Application rate: .55 lbs./S.F. total two applications.)

6. Mix two-component ROBBINS PULASTIC 3-PU-221 polyurethane finish coating and apply using ROBBINS PULASTIC lambswool rollers. Allow minimum 48 hours curing time before proceeding.

B. Game Lines

1. Mix two-component ROBBINS PULASTIC PU-Line striping paint in accordance with supplier's instructions.

2. Line painting should be in accordance with supplier's directions.

3. Color of game lines shall be chosen from ROBBINS PULASTIC PU-Line standard colors.

4. Consult architectural drawings for game line locations and chosen colors.

C. Perimeter Molding (Optional): Install a rubber base, anchored to the walls with standard base cement.

D. Clean up all unused materials and debris and remove from the premises. Dispose of empty containers in accordance with federal and local statutes.

3.03 PROTECTION

A. Cure Time

1. No traffic or other trades shall be allowed on the surface for a period of one week following completion to allow for complete and proper cure of the finish.

B. Other Trades

1. It shall be the responsibility of the general contractor to protect the surface from damage by other trades before acceptance by the owner or the owner's authorized agent.

C. Safety

1. No smoking, open flames or sparks from electrical equipment or any other source shall be permitted during the installation process, or in areas where materials are stored.